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seems more nearly *feræ naturæ*, and, if such, when taken by a trespasser title would be in the owner of the land or privilege.—*Blades v. Higgs*, 11 H. L. Cas. 621. Again, though the shells sown remain the plaintiff's personality, it is difficult to say that the young oysters are the increase of such chattels. But see *Grace v. Willets*, 50 N. J. Law, 414. If the shells be regarded either as seed or as realty to which the oysters became attached, the defendant's case is even clearer. The analogy to animals *feræ naturæ* seems the most helpful, but, on whatever reasoning, the court might well have decided for the defendant.—18 Haw. L. Rev. 473.

In view of the fact that one healthy, full-grown oyster produces eighty million (80,000,000) eggs a year, and that it takes a microscope to detect their presence in water, it would seem at least an impractical question to determine the character of the property (if any) one may have in them. The male egg and female egg float freely in salt water till they unite, when, their specific gravity being increased, they sink and attach to any hard substance. Up to this point it would seem that there cannot be private property in eggs in public waters. C. B. G.

FISH—OYSTER BEDS—EXHAUSTION.—Laws 1901, p. 108, ch. 4960, giving county commissioners authority to grant exclusive rights to plant oysters on exhausted oyster beds does not make their finding that a certain bed is barren or exhausted conclusive on the courts.—*State v. Gibson*, Fla., 37 So. 651.

MECHANIC'S LIEN—INSUFFICIENCY OF NOTICE OF LIEN—CF. SECS. 2476, 2478, VA. CODE 1904.—In *Toop v. Smith*, decided April 18, 1905, by the Court of Appeals of New York (Cullen, Ch. J., and O'Brien, J., dissenting), the following is the syllabus:

A fraudulent grantee may contest the validity of a mechanic's lien filed against the property for labor and materials furnished the grantor, citing *Jackson v. Cadwell*, 1 Cow. 622; *Anderson v. Roberts*, 18 Johns. 527.

Subdivision 4 of section 9 of the Lien Law, which requires that the notice of lien shall state "the labor performed or to be performed, or materials furnished, or to be furnished, and the agreed price or value thereof," contemplates that the statement shall contain at least such a general reference with respect to the kind and amount of materials and labor furnished as to advise those who have a legal interest in the subject of the character and extent of the demand upon which the claim is based, citing *McKinney v. White*, 162 N. Y. 601; *Mahley v. German Bank of Buffalo*, 174 N. Y. 499, distinguished.

It was accordingly: *Held*, That a statement in the notice that "the labor performed and materials furnished and the agreed price or value thereof is as follows: Under and by virtue of a contract, partly written and partly oral, made with the owners (naming them), according to specifications in writing and drawings of the improvements hereinafter mentioned," which specifications and drawings were not attached to the notice, was insufficient.

Sec. 2476 Va. Code 1904 requires the contractor, who desires to perfect a lien, to file "an account showing the amount and character of the work done or materials furnished"; and it has been held that the description will be sufficient if it enable the owner to tell upon which piece of his property the lien is claimed and